



## Ohio Revised Code

### Section 1345.42 Contract provision of prepaid entertainment contracts.

Effective: July 26, 1984

Legislation: House Bill 198 - 115th General Assembly

---

(A) All prepaid entertainment contracts between the same seller and the same buyer that are in effect at the same time, or the terms of which overlap for any period, shall be considered as one contract for the purpose of sections 1345.43 and 1345.44 of the Revised Code.

(B) Prepaid entertainment contracts shall:

(1) Be in writing and be signed by the buyer and the seller, and a copy shall be provided to the buyer at the time he signs the contract;

(2) Not be measured by the life of the buyer;

(3) Not have a duration of service other than a duration that is a precisely measured period of years or any definite part of a year and shall not have a duration of service for a period in excess of three years;

(4) Provide that all information and material of a personal or private nature that is acquired directly or indirectly from a buyer including but not limited to, answers to tests or questionnaires, photographs, or background information, shall be returned by the seller to the buyer by regular mail within thirty days after the expiration of the contract or after the expiration for any reason of the service to be rendered by the seller;

(5) Provide that if by reason of death or disability, the buyer is unable to receive benefits from the seller's services, the contract shall be proportionally divided by all of the days in which the facility was made available to the buyer as part of the contract offering, and the buyer shall be liable for payments only for that portion of the contract that can be attributed to the period prior to the buyer's actual death or disability, exclusive of any period of time in which the facility was made available to the buyer free of charge as part of the contract offering, and the seller, within thirty days after receiving notice of the death or disability, shall return to the buyer or his representative the amount



paid in excess of the proportional amount;

(6) Provide that performance of the contract will begin no later than one hundred eighty days from the date the contract is entered into;

(7) Provide that if the buyer relocates twenty-five miles or more from the facility operated by the seller or a substantially similar facility that would accept the seller's obligation under the contract and if the buyer gives the seller written notice that he intends to relocate and requests that the contract be terminated, the contract shall be proportionally divided by all of the days in which the facility was made available to the buyer as part of the contract offering, and the buyer shall be liable for payments for only that portion of the contract that can be attributed to the period prior to the buyer's actual relocation, exclusive of any period of time in which the facility was made available to the buyer free of charge as part of the contract offering, provided, that the seller may require and verify reasonable evidence of relocation, and the seller shall return to the buyer the amount paid in excess of the proportional amount;

(8) Provide that if the seller relocates the facility twenty-five miles or more from the buyer's residence or closes the facility and a substantially similar facility that would accept the seller's obligation under the contract is not within twenty-five miles of the buyer's residence, the contract shall be proportionally divided by all of the days in which the facility was made available to the buyer as part of the contract offering, and the buyer shall be liable for payments for only that portion of the contract that can be attributed to the period prior to the seller's actual relocation or closing of the facility, exclusive of any period of time in which the facility was made available to the buyer free of charge as part of the contract offering, and the seller shall return to the buyer the amount paid in excess of the proportional amount;

(9) Not require the buyer to pay more than fifty dollars or ten per cent of the total contract price, whichever is the lesser amount, prior to the date on which the facility or service that is the subject of the contract is available for use by the buyer.